

|   |  |  |  |  |                                    |  |
|---|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA6              | <b>Page</b> 1 of 34                                |
| <b>2. Contract No.</b>  |  | <b>3. Solicitation No.</b><br>W52P1J-04-B-0001 |  | <b>4. Type of Solicitation</b><br>Sealed Bid (IFB) | <b>5. Date Issued</b><br>2003DEC01 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>HQ AFSC<br>AMSFS-CAA-R<br>ROCK ISLAND, IL 61299-6000<br><br>BLDG 350 |  |  | <b>Code</b><br>W52P1J  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 01:00pm (hour) local time 2004JAN08 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> SHELLY ROBACKER<br><b>E-mail address:</b> ROBACKERM@OSC.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-5237 |
|----------------------------------|--|--|

**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|  |  |   |                 |  |  |
|--|--|---|-----------------|--|--|
| <b>15A. Contractor/Offeror/Quoter</b>            |  | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |  |
| <b>15B. Telephone Number (Include Area Code)</b> |  | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   |  |
|  |  |   |                 | <b>18. Offer Date</b>  |  |

**AWARD (To be completed by Government)**

|  |  |                   |   |  |
|--|--|-------------------|---|--|
| <b>19. Accepted As To Items Numbered</b>   |  | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |  |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |  |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) |  |
| <b>24. Administered By (If other than Item 7)</b>  |  |                   | <b>25. Payment Will Be Made By</b>  |  |
| SCD PAS ADP PT   |  |                   |   |  |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |  |                   | <b>27. United States Of America</b><br><br>_____<br>(Signature of Contracting Officer)  |  |
|  |  |                   | <b>28. Award Date</b>   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 34 |
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|  | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|--|------------------------|---|-------------|
| A-1<br>***<br><br>(AM7010)   | AMC                    | AMC-LEVEL PROTEST PROGRAM<br><br>(End of clause)                    | OCT/1996    |
| A-2<br><br>Should you elect to hand-deliver your bid, quote, or proposal, a badge will be required and may be obtained at Building 23 whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is accessible via the Moline entrance gate only. Inform the Building 23 attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Building 23 attendant should call local number 782-6895 to reach an alternate POC. If you are utilizing a delivery service, it is your responsibility to ensure that these instructions are provided to that service.<br><br>If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Moline entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.<br><br>In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."<br><br>(End of Clause) | 52.214-7               | HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS                           | SEP/2003    |
| A-3<br>***<br><br>(AS7000)   | 52.246-4501<br>OSC     | CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM<br><br>(End of clause) | APR/1997    |
| A-4  | 52.252-4500<br>OSC     | FULL TEXT CLAUSES   | SEP/1997    |
| <p>1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).</p> <p>2. You can view or obtain a copy of the clauses and provisions on the internet at: <a href="http://www.osc.army.mil/ac/aais/osc/clauses/index.htm">www.osc.army.mil/ac/aais/osc/clauses/index.htm</a>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.</p> <p>3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).</p> <p>(End of clause)</p> <p>(AS7001)</p>   |                        |   |             |
| <p>This solicitation is issued as an Invitation For Bid under the following terms and conditions:</p> <p>a. First Article is required.</p> <p>b. 100% Small Business Set Aside</p>   |                        |   |             |

|                    |   |         |              |
|--------------------|---|---------|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 3 of 34 |
|                    | PIIN/SIIN W52P1J-04-B-0001                | MOD/AMD |              |

Name of Offeror or Contractor:

- c. 150% Evaluated Option (See Section I).
- d. FOB Destination
- e. A Pre Award Survey may be conducted.

NOTE: PLEASE MARK ON YOUR ENVELOPE CONTAINING YOUR BID, THE BID NUMBER "W52P1J-04-B-0001" AND THE FOLLOWING WORDS - "DO NOT OPEN - ENVELOPE CONTAINS INVITATION FOR BID"

\*\*\* END OF NARRATIVE A 001 \*\*\*

| ITEM NO           | SUPPLIES/SERVICES  | QUANTITY | UNIT  | UNIT PRICE    | AMOUNT          |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
|-------------------|--|----------|-------|---------------|-----------------|-----|---|-------------------|-----------------|-----|---|--|-------------------------|--|------|--|--|--|--|
| 0001              | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>LIFTING PLUG SHOCK ATTENUATING</u></p> <p>NSN: 1320-01-108-7826<br/>FSCM: 19200<br/>PART NR: 9341742<br/>SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u></p> <p>Delivery Shall be FOB Carrier's<br/>Equipment, Wharf or Freight Station<br/>(at the Government's option) at or<br/>near the Contractor's plant at<br/>a specified city or shipping<br/>point.</p> <p>(End of narrative B001)</p>   | 156783   | EA    | \$ _____      | \$ _____        |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
| 0001AA            | <p><u>FIRST ARTICLE</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin      ACCEPTANCE: Origin<br/>Government Approval/Disapproval Days: 45</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td></tr><tr><td>001</td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td></tr><tr><td>001</td><td>1</td></tr><tr><td></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td></td><td>0120</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Z55555)      SEE SECTION E</p> | DOC      | SUPPL | <u>REL CD</u> | <u>MILSTRIP</u> | 001 | 3 | <u>DEL REL CD</u> | <u>QUANTITY</u> | 001 | 1 |  | <u>DAYS AFTER AWARD</u> |  | 0120 |  |  |  |  |
| DOC               | SUPPL  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
| 001               | 3  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
| 001               | 1  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
|                   | <u>DAYS AFTER AWARD</u>  |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |
|                   | 0120   |          |       |               |                 |     |   |                   |                 |     |   |  |                         |  |      |  |  |  |  |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001AB  | <p>FIRST ARTICLE APPROVAL IS NECESSARY<br/>WITHIN 120 DAYS OF AWARD. THIS INCLUDES<br/>THE 45 DAYS REQUIRED BY THE GOVERNMENT<br/>FOR TESTING, THEREFORE, TEST SAMPLES<br/>SHOULD BE PROVIDED TO THE GOVERNMENT<br/>TEST SITE WITHIN 75 DAYS OF AWARD.</p> <p>(End of narrative F001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LIFTING PLUG SHOCK ATTENUATIN<br/>PRON: HH3F0043M2 PRON AMD: 02<br/>AMS CD: 41376767024</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u><br/>001 W52PlJ3064A711 CDAN48 M 3<br/><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u><br/>001 20,000 0150<br/>002 20,000 0180<br/>003 365 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(CDAN48) XR CHAMBERLAIN MFG CORP<br/>SCRANTON ARMY AMMUNITION PLANT<br/>156 CEDAR AVE<br/>SCRANTON PA 18505-1185</p> |          |      |            |        |
| 0001AC  | <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: LIFTING PLUG, SHOCK ATTENUATI<br/>PRON: T13F1T27M2 PRON AMD: 01<br/>AMS CD: 41376767024</p> <p><u>Packaging and Marking</u></p>  |          |      |            |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AD  | <u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC                          SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001 W52PlJ3268A714 CDAN48 M 3<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br>001                    19,635                    0210<br><br>002                    20,000                    0240<br><br>003                    20,000                    0270<br><br>004                    20,000                    0300<br><br>005                    20,000                    0330<br><br>006                    2,739                    0360<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(CDAN48)    XR CHAMBERLAIN MFG CORP<br>SCRANTON ARMY AMMUNITION PLANT<br>156 CEDAR AVE<br>SCRANTON                               PA 18505-1185 |          |      |            |        |
|         | <u>PRODUCTION QUANTITY</u><br><br>NOUN: SHOCK ATTENUATING LIFT PLUG<br>PRON: J53F0A50M2      PRON AMD: 01<br>AMS CD: WGR002<br>FMS CASE IDENTIFIER: SI-B-WGR<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC                          SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001 W52PlJ3064A713 CDAN48 M 3<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br>001                    11,212                    0360<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(CDAN48)    XR CHAMBERLAIN MFG CORP  |          |      |            |        |
|         |  |          |      |            |        |
|         |  |          |      |            |        |
|         |  |          |      |            |        |
|         |  |          |      |            |        |

**Name of Offeror or Contractor:**

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AE  | SCRANTON ARMY AMMUNITION PLANT<br>156 CEDAR AVE<br>SCRANTON                      PA 18505-1185   |          |      |            |        |
|         | <u>PRODUCTION QUANTITY</u>   |          |      |            |        |
|         | NOUN: SHOCK ATTENUATING PLUG<br>PRON: W13E0C92M2      PRON AMD: 01<br>AMS CD: 41376767024  |          |      |            |        |
|         | <u>Packaging and Marking</u>   |          |      |            |        |
|         | <u>Inspection and Acceptance</u>   |          |      |            |        |
|         | INSPECTION: Origin      ACCEPTANCE: Origin   |          |      |            |        |
|         | <u>Deliveries or Performance</u>   |          |      |            |        |
|         | DOC                      SUPPL<br><u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u><br>001   W52PlJ3126A710   CDAN48      M                      3                                |          |      |            |        |
|         | <u>DEL REL CD      QUANTITY      DAYS AFTER AWARD</u><br>001                      2,563                      0360  |          |      |            |        |
|         | FOB POINT: Destination<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(CDAN48)    XR CHAMBERLAIN MFG CORP<br>SCRANTON ARMY AMMUNITION PLANT<br>156 CEDAR AVE<br>SCRANTON                      PA 18505-1185 |          |      |            |        |
| 0001AF  | <u>PRODUCTION QUANTITY</u>   |          |      |            |        |
|         | NOUN: SHOCK ATTENUATING PLUG<br>PRON: 4Y3E0C94M2      PRON AMD: 01<br>AMS CD: 41376767024  |          |      |            |        |
|         | <u>Packaging and Marking</u>   |          |      |            |        |
|         | <u>Inspection and Acceptance</u>   |          |      |            |        |
|         | INSPECTION: Origin      ACCEPTANCE: Origin   |          |      |            |        |
|         | <u>Deliveries or Performance</u>   |          |      |            |        |
|         | DOC                      SUPPL<br><u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD</u><br>001   W52PlJ3126A711   CDAN48      M                      3                                |          |      |            |        |
|         | <u>DEL REL CD      QUANTITY      DAYS AFTER AWARD</u><br>001                      226                      0360  |          |      |            |        |
|         |  |          |      |            |        |
|         |  |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0001AG  | <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(CDAN48) XR CHAMBERLAIN MFG CORP<br/>SCRANTON ARMY AMMUNITION PLANT<br/>156 CEDAR AVE<br/>SCRANTON PA 18505-1185</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SHOCK ATTENUATING PLUG<br/>PRON: 4Y3E0C60M2 PRON AMD: 01<br/>AMS CD: 41500684036</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 W52PlJ3126A712 CDAN48 M 3<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br/>001 43 0360</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(CDAN48) XR CHAMBERLAIN MFG CORP<br/>SCRANTON ARMY AMMUNITION PLANT<br/>156 CEDAR AVE<br/>SCRANTON PA 18505-1185</p> |          |      |              |              |
| 0002    | <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CONTRACTOR WILL PREPARE AND DELIVER THE<br/>TECHNICAL DATA IN ACCORDANCE WITH THE<br/>REQUIREMENTS, QUANTITIES, AND SCHEDULES<br/>SET FORTH IN THE CONTACT DATA REQUIREMENTS<br/>LISTS (DD FORM 1423), EXHIBIT A.</p> <p>(End of Narrative B001)</p> <p>(End of narrative B001)</p>   |          |      | \$ ** NSP ** | \$ ** NSP ** |





|                                |   |                  |               |
|--------------------------------|---|------------------|---------------|
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|                                | PIIN/SIIN                                 | W52P1J-04-B-0001 |               |
| Name of Offeror or Contractor: |   |                  |               |

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225-7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

-1-None

(BA6700)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page 11 of 34</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>                                      | <u>Date</u> |
|-----|------------------------|---|-------------|
| C-1 | 52.246-4506<br>OSC     | STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL | FEB/1999    |
| C-2 | 52.246-4535<br>OSC     | STATEMENT OF WORK - AMMUNITION DATA CARDS         | AUG/2002    |
| C-3 | 52.210-4501<br>OSC     | DRAWINGS/SPECIFICATION                            | MAR/1988    |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9341742 with revisions in effect as of April 10, 2003 (except as follows):

Engineering Exceptions: The following engineering changes apply to this procurement action(s):

MIL-STD-129 used on item drawing 9341742 is listed as an ODS spec. The ODS use in MIL-STD-129 does not apply to this procurement. The ODS use is for MIL-L-61002 Labels and for MIL-C-46168 CARC paint which are not used for this procurement.

PD 8448458 Add Distribution Statement A.

DWG 9341742, NOTE 4B REVISED AND ELIMINATES TT-E-516. "COAT SURFACE "A" WITH AMMUNITION TOPCOAT IAW DRAWING 12997579-1, OLIVE DRAB COLOR #34088 OF FED-STD-171. OVERSPRAY OF PAINT IS PERMITTED ON THE SIDE OF THE GASKET GROOVE PROVIDED ALL SUBSEQUENT GAGIN REQUIREMENTS ARE MET." MIL-STD-100E REVISED TO ASME Y14.100

(CS6100)

|     |                    |  |          |
|-----|--------------------|--|----------|
| C-4 | 52.225-4502<br>OSC | STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION | FEB/1992 |
|-----|--------------------|--|----------|

All contractor prepared material to be furnished under this contract shall be written in the English language.

(CS7103)

|     |                    |  |          |
|-----|--------------------|--|----------|
| C-5 | 52.248-4502<br>OSC | CONFIGURATION MANAGEMENT DOCUMENTATION | MAY/2001 |
|-----|--------------------|--|----------|

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(End of Clause)

(CS7600)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page 12 of 34</b> |
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**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>           | <u>Date</u> |
|-----|------------------------|------------------------|-------------|
| D-1 | 52.211-4508<br>OSC     | PACKAGING REQUIREMENTS | JUL/1997    |

Packaging shall be in accordance with the following:

- (1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
  - (1.1) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
  - (1.2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
  - (1.3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- (2) Unit package
  - (2.1) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.
  - (2.2) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc. \*\*\*\*SEE SUPPLEMENTAL INSTRUCTIONS.
- (3.) Intermediate Package
  - (3.1) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
- (4) Packing
  - (4.1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
  - (4.2) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- (C.) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- (D.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 DEC 2002 including bar coding.
- (F.) HEAT TREAT WOOD REQUIREMENT & QUALITY MARKING: Because this item will never be shipped OCONUS, the heat treat requirement for all non-manufactured wood used in packaging and palletization does not apply to this procurement.

|                    |   |                          |               |
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| CONTINUATION SHEET | Reference No. of Document Being Continued |                          | Page 13 of 34 |
|                    | PIIN/SIIN                                 | W52P1J-04-B-0001 MOD/AMD |               |

Name of Offeror or Contractor:

(G.) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

SUPPLEMENTAL INSTRUCTIONS:

1. - SEMI-BULK PACKAGING IS REQUIRED. UNIT PACK SHALL INCLUDE A MOISTURE PROOF BARRIER BAG. PLUGS SHALL BE SEPARATED IN THE UNIT PACK TO PROTECT THE PAINT SURFACES.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(End of clause)

(DS6303)

|     |             |                           |          |
|-----|-------------|---------------------------|----------|
| D-2 | 52.247-4521 | UNITIZATION/PALLETIZATION | MAR/1988 |
|     | OSC         |                           |          |

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(End of clause)

(DS7203)

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996    |
| E-2 | 52.246-15              | CERTIFICATE OF CONFORMANCE                | APR/1984    |
| E-3 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES               | APR/1984    |
| E-4 | 52.245-4545<br>OSC     | MIL-STD-1916                              | OCT/2000    |
| E-5 | 52.246-11              | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | JUL/2001    |

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (x) ISO 9002
- ( ) ISO 9001-2000; only design/development exclusions permitted
- ( ) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

|     |                    |   |          |
|-----|--------------------|---|----------|
| E-6 | 52.209-4511<br>OSC | FIRST ARTICLE TEST (GOVERNMENT TESTING) | MAY/1994 |
|-----|--------------------|---|----------|

a. The first article shall consist of: First Article Testing shall be performed in accordance with MIL-P-63268A with Amendment 2 Paragraph 4.3.1 and Table I. which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: Contractor's Facility. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used

|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-B-0001      MOD/AMD</p> | <p style="text-align: center;"><b>Page 15 of 34</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page 16 of 34</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| F-2 | 52.247-34              | F.O.B. DESTINATION                        | NOV/1991    |
| F-3 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-4 | 52.247-4531<br>OSC     | COGNIZANT TRANSPORTATION OFFICER          | MAY/1993    |

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(End of Clause)

(FS7240)



|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page 17 of 34</b> |
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| H-1 | 246.671 DFARS          | MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) | JAN/1995    |

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSFS-CCA-R  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSFS-CDA (ANN WEEKS)  
Rock Island, IL 61299-6000

3. Marine Corps:

Marine Corps Liaison Officer  
HQ, JMC (ATTN: MCLNO-LMA)  
Rock Island, IL 61299-7080

AND

Commanding General  
MARCORSYSCOM  
ATTN: 204 PM-AMMO  
2200 Lester Street  
Quantico, VA 22134

4. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

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| Name of Offeror or Contractor: |   |               |

(HA6025)

H-2

242-1107(B)

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS

JUN/1996

DFARS

REPORTS OF DELAYS IN DELIVERY

\*\*\*

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

| ACTIVITY                    | ADDRESS   | NO. OF COPIES |
|-----------------------------|---|---------------|
| Purchasing Office (PCO)     | See Award document.   | 1             |
| Administration Office (ACO) |   | 3             |
| Production Manager          | Commander<br>US Army Joint Munitions<br>Command<br>AMSFS-CCA-R<br>Rock Island, IL 61299 | 1             |
| (End of Clause)             |   |               |

(HA6028)

H-3

52.242-4506

PROGRESS PAYMENT LIMITATION

MAR/1988

OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 85 percent (EIGHTY FIVE %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4

252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

DFARS

\*\*\*

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
| TOTAL               |                        |          |
| (End of Clause)     |                        |          |

(HA7502)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|      | Regulatory Cite       | Title  | Date     |
|------|-----------------------|--|----------|
| I-1  | 52.202-1              | DEFINITIONS  | DEC/2001 |
| I-2  | 52.203-3              | GRATUITIES   | APR/1984 |
| I-3  | 52.203-5              | COVENANT AGAINST CONTINGENT FEES   | APR/1984 |
| I-4  | 52.203-7              | ANTI-KICKBACK PROCEDURES   | JUL/1995 |
| I-5  | 52.203-12             | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN/1997 |
| I-6  | 52.204-4              | PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000 |
| I-7  | 52.209-6              | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-8  | 52.211-5              | MATERIAL REQUIREMENTS  | AUG/2000 |
| I-9  | 52.211-15             | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990 |
| I-10 | 52.214-26             | AUDIT AND RECORDS - SEALED BIDDING   | OCT/1997 |
| I-11 | 52.215-8              | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT  | OCT/1997 |
| I-12 | 52.219-6              | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   | JUL/1996 |
| I-13 | 52.219-8              | UTILIZATION OF SMALL BUSINESS CONCERNS   | OCT/2000 |
| I-14 | 52.219-14             | LIMITATIONS ON SUBCONTRACTING  | DEC/1996 |
| I-15 | 52.222-19             | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES  | SEP/2002 |
| I-16 | 52.222-20             | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996 |
| I-17 | 52.222-26             | EQUAL OPPORTUNITY  | APR/2002 |
| I-18 | 52.222-35             | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| I-19 | 52.222-36             | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998 |
| I-20 | 52.222-37             | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | DEC/2001 |
| I-21 | 52.223-6              | DRUG-FREE WORKPLACE  | MAY/2001 |
| I-22 | 52.224-1              | PRIVACY ACT NOTIFICATION   | APR/1984 |
| I-23 | 52.224-2              | PRIVACY ACT  | APR/1984 |
| I-24 | 52.227-1              | AUTHORIZATION AND CONSENT  | JUL/1995 |
| I-25 | 52.227-2              | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996 |
| I-26 | 52.229-3              | FEDERAL, STATE, AND LOCAL TAXES  | JAN/1991 |
| I-27 | 52.232-1              | PAYMENTS   | APR/1984 |
| I-28 | 52.232-8              | DISCOUNTS FOR PROMPT PAYMENT   | MAY/1997 |
| I-29 | 52.232-11             | EXTRAS   | APR/1984 |
| I-30 | 52.232-16             | PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)  | MAR/2000 |
| I-31 | 52.232-17             | INTEREST   | JUN/1996 |
| I-32 | 52.232-25             | PROMPT PAYMENT   | MAY/2001 |
| I-33 | 52.232-33             | PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION  | MAY/1999 |
| I-34 | 52.232-38             | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER   | MAY/1999 |
| I-35 | 52.233-1              | DISPUTES   | JUL/2002 |
| I-36 | 52.236-16             | QUANTITY SURVEYS   | APR/1984 |
| I-37 | 52.242-2              | PRODUCTION PROGRESS REPORTS  | APR/1991 |
| I-38 | 52.242-13             | BANKRUPTCY   | JUL/1995 |
| I-39 | 52.243-1              | CHANGES - FIXED PRICE  | AUG/1987 |
| I-40 | 52.243-1              | CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE IV (APR 1984)   | AUG/1987 |
| I-41 | 52.243-7              | NOTIFICATION OF CHANGES  | APR/1984 |
| I-42 | 52.245-2              | GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)(CLASS DEVIATION 99-00012)  | DEC/1989 |
| I-43 | 52.246-23             | LIMITATION OF LIABILITY  | FEB/1997 |
| I-44 | 52.247-63             | PREFERENCE FOR U.S. - FLAG AIR CARRIERS  | JAN/1997 |
| I-45 | 52.248-1              | VALUE ENGINEERING  | FEB/2000 |
| I-46 | 52.249-2              | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996 |
| I-47 | 52.253-1              | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-48 | 252.203-7001          | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                     | MAR/1999 |
| I-49 | 252.204-7003<br>DFARS | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| I-50 | 252.204-7004<br>DFARS | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | MAR/2000 |
| I-51 | 252.209-7000<br>DFARS | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY   | NOV/1995 |

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Name of Offeror or Contractor:

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-52 | 252.209-7004<br>DFARS  | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE<br>GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| I-53 | 252.219-7011<br>DFARS  | NOTIFICATION TO DELAY PERFORMANCE  | JUN/1998    |
| I-54 | 252.223-7004<br>DFARS  | DRUG-FREE WORK FORCE   | SEP/1988    |
| I-55 | 252.225-7002<br>DFARS  | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | DEC/1991    |
| I-56 | 252.225-7007<br>DFARS  | BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM                                    | OCT/2002    |
| I-57 | 252.225-7009<br>DFARS  | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND<br>COMPONENTS)                      | AUG/2000    |
| I-58 | 252.225-7012<br>DFARS  | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | APR/2002    |
| I-59 | 252.225-7031<br>DFARS  | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992    |
| I-60 | 252.231-7000<br>DFARS  | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991    |
| I-61 | 252.232-7002<br>DFARS  | PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS  | DEC/1991    |
| I-62 | 252.232-7004<br>DFARS  | DOD PROGRESS PAYMENT RATES   | OCT/2001    |
| I-63 | 252.242-7000<br>DFARS  | POSTAWARD CONFERENCE   | DEC/1991    |
| I-64 | 252.243-7001<br>DFARS  | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991    |
| I-65 | 252.245-7001<br>DFARS  | REPORTS OF GOVERNMENT PROPERTY   | MAY/1994    |
| I-66 | 252.246-7000<br>DFARS  | MATERIAL INSPECTION AND RECEIVING REPORT   | MAR/2003    |
| I-67 | 52.209-4               | FIRST ARTICLE APPROVAL -GOVERNMENT TESTING (SEP 89) - ALTERNATE I<br>(JAN 97)                      | SEP/1989    |

For Fill Ins see ES6033

Notification time 45 Days

Estimated Government Test Costs: \$0.00

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(End of Clause)

(IF6004)

|      |          |   |          |
|------|----------|---|----------|
| I-68 | 52.217-6 | EVALUATED OPTION FOR INCREASED QUANTITY | MAR/1989 |
|------|----------|---|----------|

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 150 percent for fiscal year (FY) 04 and 150% for FY 05 as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option for FY 04 at any time preceding completion of base year delivery schedule by giving written notice to the Contractor. The FY 05 option may be exercised at any time preceding completion of the first year option quantity.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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| <b>Name of Offeror or Contractor:</b> |  |                      |

g. Offered Unit Prices for the Option Quantities are:

|                                     |                   |
|-------------------------------------|-------------------|
|                                     | <u>Unit Price</u> |
| Evaluated Option<br>(F.O.B. Origin) | \$_____ CLIN 0001 |

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

|      |           |   |          |
|------|-----------|---|----------|
| I-69 | 52.246-17 | WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE | MAY/2001 |
| ***  |           |   |          |

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

\*\*\*

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

\*\*\*

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

|      |           |                                      |          |
|------|-----------|--------------------------------------|----------|
| I-70 | 52.214-29 | ORDER OF PRECEDENCE - SEALED BIDDING | JAN/1986 |
|------|-----------|--------------------------------------|----------|

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of Clause)

|                           |  |                      |
|---------------------------|--|----------------------|
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|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

(IF7603)

I-71            52.252-6            AUTHORIZED DEVIATIONS IN CLAUSES            APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)  
(IF7016)

I-72            29.303(C)            CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)            MAY/1992  
\*\*\*

(End of clause)  
(IF7002)

I-73            252.243-7002            REQUESTS FOR EQUITABLE ADJUSTMENT            MAR/1998  
DFARS  
\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*  
(End of clause)

(IA7035)

I-74            252.232-7003            ELECTRONIC SUBMISSION OF PAYMENT REQUESTS            MAR/2003

TEXT  
(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment Request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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| <b>Name of Offeror or Contractor:</b> |  |                      |

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.agden.disa.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI)X.12 electronic data interchange (EDI) formats.
  - (i) Information regarding EDI formats is available on the Internet at <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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SECTION J - LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>  | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---|-------------|----------------------------|-----------------------|
| Exhibit A                  | CONTRACT DATA REQUIREMENTS LIST   | 17-NOV-03   | 005                        |                       |
| Attachment 001             | INSTRUCTIONS FOR COMPLETING DD FORM 1423  |             | 001                        |                       |
| Attachment 002             | DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL<br>(ECP)                    |             | 009                        |                       |
| Attachment 003             | DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)                                |             | 002                        |                       |
| Attachment 004             | DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)                             |             | 004                        |                       |
| Attachment 005             | DOCUMENT SUMMARY LIST   |             | 002                        |                       |
| Attachment 006             | LIST OF ADDRESSES   |             | 001                        |                       |
| Attachment 007             | ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP  |             | 001                        |                       |
| Attachment 008             | GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST<br>(CDRL)                   |             | 002                        |                       |
| Attachment 009             | IOC FORM 715-4 / LISTING OF GOVERNMENT OWNED PROPERTY TO BE<br>USED FOR PERFORMANCE | 01-APR-96   | 002                        |                       |
| Attachment 010             | SF LLL / DISCLOSURE OF LOBBYING ACTIVITIES  |             | 003                        |                       |
| Attachment 011             | IOC FORM 715 - 3 / DEFENSE PRIORITIES AND ALLOCATION<br>SYSTEMS                     | 01-FEB-96   | 003                        |                       |



|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 252.209-7001<br>DFARS  | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |

|        |  |  |          |
|--------|--|--|----------|
| K-2    | 52.219-1   | SMALL BUSINESS PROGRAM REPRESENTATIONS | APR/2002 |
| (a)(1) | The North American Industry Classification System (NAICs) code for this acquisition is 332993. |  |          |
| (2)    | The small business size standard is 1500.  |  |          |

\*\*\*

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

\*\*\*

(End of provision)

(KF6003)

|     |          |  |          |
|-----|----------|--|----------|
| K-3 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION | APR/1985 |
|-----|----------|--|----------|

\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_  
\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*

(End of Provision)

(KF7005)

|     |          |                         |          |
|-----|----------|-------------------------|----------|
| K-4 | 52.204-3 | TAXPAYER IDENTIFICATION | OCT/1998 |
|-----|----------|-------------------------|----------|

\*\*\*\*

(d) Taxpayer Identification Number (TIN).

( ) TIN:

( ) TIN has been applied for.

|                    |  |               |
|--------------------|--|---------------|
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Name of Offeror or Contractor:

- ( ) TIN is not required because

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal government; \_

(e) Type of organization.

- ( ) Sole proprietorship

( ) Partnership

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government

( ) International organization per 26 CFR 1.6049-4;

( ) Other

(f) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-5

52.207-4

ECONOMIC PURCHASE QUANTITY - SUPPLIES

AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

\*\*\*

OFFEROR RECOMMENDATIONS

| ITEM | QUANTITY | PRICE<br>QUOTATION | TOTAL |
|------|----------|--------------------|-------|
|      |          |                    |       |
|      |          |                    |       |
|      |          |                    |       |

\*\*\*

(End of provision)

(KF7003)

K-6

52.209-5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

- (i) The Offeror and/or any of its Principals-

(A) Are ( )

**Name of Offeror or Contractor:**

are not ( )  
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;  
  
(B) Have ( )  
have not ( ),  
within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and  
(C)Are ( )  
are not ( )  
presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.  
(a)(1)(ii) The Offeror has ( )  
has not ( ),  
within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.  
  
\*\*\*  

(End of Provision)

(KF7033)  
  

K-7            52.214-14            PLACE OF PERFORMANCE - SEALED BIDDING
APR/1985

(a) The bidder, in the performance of any contract resulting from this solicitation,  
(    ) intends,  
(    ) does not intend  
(check applicable box)  
to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.  
  
(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:  
  

|   |   |
|---|---|
| Place of Performance (Street<br>Address, City, County, State,<br>Zip Code)<br><br>_____<br>_____<br>_____ | Name and Address of Owner<br>and Operator of the Plant or<br>Facility if Other than Bidder<br><br>_____<br>_____<br>_____ |
|---|---|

  

(End of Provision)

(KF7041)  
  

K-8            52.214-16            MINIMUM BID ACCEPTANCE PERIOD
APR/1984

\*\*\*  
  
(c) The Government requires a minimum acceptance period of 60 calendar days.  
  
(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.  
  
The bidder allows the following acceptance period:  
  
\_\_\_\_\_calendar days.  
  
\*\*\*  

(End of provision)

(KF7009)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

K-9                      52.219-2                      EQUAL LOW BIDS                      OCT/1995  
\*\*\*

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

\_\_\_\_\_ -1- \_\_\_\_\_  
\_\_\_\_\_

\*\*\*  
(End of provision)

(KF7004)

K-10                      52.222-22                      PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                      FEB/1999  
The offeror represents that -

(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-11                      52.222-25                      AFFIRMATIVE ACTION COMPLIANCE                      APR/1984  
The offeror represents that (a) it

( ) has developed and has on file,  
( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12                      52.223-13                      CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING                      OCT/2000  
\*\*\*

(b)(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

Name of Offeror or Contractor:

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33 or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(KF7058)

|      |              |  |          |
|------|--------------|--|----------|
| K-13 | 252.225-7000 | BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE | SEP/1999 |
|      | DFARS        |  |          |

\*\*\*

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____            | _____             |
| _____            | _____             |

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

| Line Item Number | Country of Origin (If known |
|------------------|-----------------------------|
|------------------|-----------------------------|

(End of Provision)\_\_\_\_\_

(KA7702)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

|      |              |   |          |
|------|--------------|---|----------|
| K-14 | 252.247-7022 | REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA | AUG/1992 |
|      | DFARS        |   |          |

\*\*\*

(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| L-1  | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER   | JUN/1999    |
| L-2  | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/1999    |
| L-3  | 52.214-3               | AMENDMENTS TO INVITATIONS FOR BIDS  | DEC/1989    |
| L-4  | 52.214-4               | FALSE STATEMENTS IN BIDS  | APR/1984    |
| L-5  | 52.214-5               | SUBMISSION OF BIDS  | MAR/1997    |
| L-6  | 52.214-6               | EXPLANATION TO PROSPECTIVE BIDDERS  | APR/1984    |
| L-7  | 52.214-7               | LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS  | NOV/1999    |
| L-8  | 52.214-9               | FAILURE TO SUBMIT BID   | JUL/1995    |
| L-9  | 52.214-10              | CONTRACT AWARD - SEALED BIDDING   | JUL/1990    |
| L-10 | 52.214-12              | PREPARATION OF BIDS   | APR/1984    |
| L-11 | 52.214-13              | TELEGRAPHIC BIDS  | APR/1984    |
| L-12 | 52.214-15              | PERIOD FOR ACCEPTANCE OF BIDS   | APR/1984    |
| L-13 | 52.232-13              | NOTICE OF PROGRESS PAYMENTS   | APR/1984    |
| L-14 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  | SEP/1990    |

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

|      |          |                  |          |
|------|----------|------------------|----------|
| L-15 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|------|----------|------------------|----------|

The Government contemplates award of a Firm Fixed contract resulting from this solicitation.

(End of Provision)  
(LF6008)

|      |          |                    |          |
|------|----------|--------------------|----------|
| L-16 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
|------|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Norm Brown AMSFS-CCA-R Rock Island Arsenal.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

|      |                    |   |          |
|------|--------------------|---|----------|
| L-17 | 52.211-4501<br>OSC | SINGLE PROCESSING INITIATIVES SAVINGS PROVISION | AUG/1999 |
|------|--------------------|---|----------|

\*\*\*

(LS6040)

|      |          |                                     |          |
|------|----------|-------------------------------------|----------|
| L-18 | 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | APR/1984 |
|------|----------|-------------------------------------|----------|

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b>             | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W52P1J-04-B-0001 <b>MOD/AMD</b> | <b>Page 32 of 34</b> |
| <b>Name of Offeror or Contractor:</b> |  |                      |

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(LF7015) (End of provision)

L-19      47.304-1(B)      F.O.B. POINT (IFBS)      SEP/1995

Offers submitted on an F.O.B. basis other than that set forth in Section B and/or F will be rejected as nonresponsive.

(LF7008) (End of Provision)

L-20      9.306(C)      WAIVER OF FIRST ARTICLE APPROVAL      SEP/1995

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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

DATES \_\_\_\_\_

(LF7009) (End of Provision)

L-21      52.212-4501      ELECTRONIC AWARD NOTICE      APR/2001  
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)



|                                       |  |                             |
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(LS7100)

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

|     | <u>Regulatory Cite</u> | <u>Title</u>           | <u>Date</u> |
|-----|------------------------|------------------------|-------------|
| M-1 | 52.217-5               | EVALUATION OF OPTIONS  | JUL/1990    |
| M-2 | 9.306(C)               | FIRST ARTICLE APPROVAL | SEP/1995    |

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

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|-----|-----------------------|--|----------|
| M-3 | 252.225-7003<br>DFARS | INFORMATION FOR DUTY-FREE ENTRY EVALUATION | OCT/2003 |
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